

MARGIN SUPPLEMENT AGREEMENT

The following is a legally binding margin agreement and consent to loan securities ("the Margin Supplement Agreement") between you and RQD* Clearing, LLC ("RQD") with regard to your Margin Account and supplements the Customer Agreement between you and RQD. This Margin Supplement Agreement contains important information regarding your Account with RQD. Please keep a copy of this Margin Supplement Agreement for your records.

Definitions

"Account" means any securities account you open with RQD.

"Introducing Broker" means a broker/dealer that utilizes RQD to perform clearing services on its behalf.

"Customer," "you," "your," or "yours" means the undersigned and any other actual or beneficial owner of property in the Account.

"Margin Account" means any securities margin account you open with RQD.

"Securities and other property" means securities or other property, held, carried, or maintained by RQD, in RQD's possession and control, for any purpose, in your Account.

"Securities and other property" includes, without limitation, money, securities, and financial instruments of every kind and nature, and related contracts and options.

"RQD," "we," "us," or "our" refers to RQD* Clearing, LLC.

Summary of a Margin Account

A margin account involves the extension of credit to you in connection with your Account. Securities purchased on margin are RQD's collateral for its loan to you. This Margin Supplement Agreement enables securities in your Margin Account to be pledged or loaned to others to finance the funds that are loaned to you. By completing and executing this Margin Supplement Agreement, you hereby request that your Introducing Broker and RQD amend the Account in the name(s) listed below and endorse this account as a Margin Account.

Not all securities are marginable. If you do not know whether the security you plan to purchase or sell is marginable, or if you have other questions about this Margin Supplement Agreement or your Margin Account, your Introducing Broker will be pleased to answer any questions you may have.

This Margin Supplement Agreement supplements the Customer Agreement between you and RQD, and all of the terms and conditions set forth in the Customer Agreement remain in effect with respect to your Margin Account. In consideration of the acceptance of your Margin Account under this Margin Supplement Agreement, you agree to the following supplemental terms and provisions.

Extension of Credit

Pursuant to Regulation T under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities Exchange Commission ("SEC") and the Board of Governors of the Federal Reserve System, it is agreed that you may purchase, carry and trade certain securities on margin. You authorize RQD and/or your Introducing Broker to obtain reports concerning your creditworthiness and business conduct.

Initial margin requirements established by the Board of Governors of the Federal Reserve specify the minimum amount of collateral you must provide when you buy securities on margin. The requirement is expressed as a percentage of the purchase price. It may change from time to time, and it may be a different percentage for different types of securities. When you purchase securities, you may pay for the securities in full or you

may borrow part of the purchase from RQD by the use of your Margin Account. If you choose to borrow funds from RQD, you understand that securities purchased are RQD's collateral for the loan to you.

Minimum Equity, Minimum Maintenance Margin and House Maintenance Margin

In addition to the initial margin requirements of the Federal Reserve Board, the SEC requires you to have minimum initial equity of \$2,000 when opening a Margin Account. For example, if your initial purchase of securities costs \$2,400, you will have to deposit \$2,000 rather than the \$1,200 required by the Federal Reserve Board (assuming the Regulation T requirement is 50%).

The SEC also sets minimum maintenance margin requirements. If the equity in your Margin Account falls below the minimum margin requirement due to a decline in the market value of the securities in your Margin Account, it will be necessary for you to deposit additional collateral, such as marginable securities or a cash payment to reduce your loan balance.

RQD may, at its discretion, also require a higher maintenance margin ("house") if we deem it necessary for any reason, such as a case where a security is volatile, illiquid or where there is a concentration in a particular security or type of security. For example, if there is a decline in the market value or liquidity of securities that are the collateral for your loan or other circumstances where, in RQD's judgment, adequate collateral does not exist, it may be necessary to request additional collateral for your Margin Account. RQD may increase its house maintenance margin requirements at any time and is not required to provide you with advance notice. These changes in RQD's policy often take effect immediately and may result in the issuance of a margin call also known as a "house call". Your failure to satisfy the call may cause RQD to liquidate or sell securities in your Account.

IF YOU DO NOT MEET A MARGIN CALL BY THE SPECIFIED DUE DATE, RQD AND/OR YOUR INTRODUCING BROKER MAY LIQUIDATE SECURITIES OR OTHER PROPERTY IN ANY ACCOUNT TO THE EXTENT NECESSARY TO SATISFY ANY MARGIN CALL.

Short Sales and Short Positions

You understand your obligation to clearly designate any order to sell "short" or "short exempt"; all other sales will be deemed to be "long". Short account securities will be "marked to the market" daily. The value of any short securities will be considered as a debt in your Margin Account. Further, you understand that SEC rules presently require maintenance margin on a short sale to be the greater of 30% of the short market value of the security or \$5.00 per share when it sells at \$5.00 or higher, and a higher percentage for securities selling below that price.

It is important that you understand that your Margin Account will be charged for any dividends or interest on short positions and that you are responsible for maintaining a free credit balance in your Margin Account in an amount so as to be able to fulfill such obligations, even if your Margin Account does not show the dividend payable until the date your Margin Account is actually debited for the dividend or interest.

Extensions

You are not entitled to an extension on time to meet a margin call. While an extension of time to meet margin requirements may be available to you under certain conditions, you do not

have a right to the extension. In the event that RQD permits you a period of time to satisfy a margin call, the time period will not waive or diminish RQD's right in its sole discretion, to shorten the period of time for you to satisfy the call, including an outstanding call, or to demand that a call be satisfied immediately.

Liquidation

If you fail to meet a margin call, we may liquidate securities positions in your Account in order to satisfy the requirements of the call. Market conditions often make it impractical for us to send you or your Introducing Broker notice of a margin call as the volatility of the market may require immediate action on our part. In such cases, failure to send such notice will not affect its validity. Furthermore, prior notices of a margin call should not be construed as a waiver of our right to take immediate action in your Account to protect our interest at some future date, without giving notice of a margin call. The foregoing procedures are followed in substantially all cases; however, a decision as to whether to make a margin call and whether to liquidate Securities and other property in your Account is made on an individual basis, taking into account various factors, such as, among others, the liquidity and concentration (if any) of a position, the general condition of the markets, the size of the debit balance, margin requirements of the clearing agencies, and other factors.

You acknowledge that securities held in your Account may be liquidated without notice to satisfy margin calls. You are not entitled to choose which securities or other assets in your Account are liquidated or sold by RQD or your Introducing Broker to meet a margin call. Without limitation, any of the following circumstances may give rise to RQD to exercise this power; (i) your failure to promptly meet any call for additional collateral; (ii) the filing of a petition in bankruptcy, a petition for the appointment of a receiver by or against you or a joint tenant in the Account; (iii) an attachment, garnishment or levy on your Account; (iv) a significant judgment is entered against you; (v) your death or judicial declaration of incompetency; (vi) the occurrence of any event which, in RQD's judgment, impairs your ability to perform the obligations under this Margin Supplement Agreement. In any such event, and without further notice, you authorize RQD and/or your Introducing Broker to (i) sell any securities held in your Account; (ii) buy any securities which may be short; (iii) cancel any open order; (iv) close any outstanding order; and (v) otherwise take any action in RQD's sole discretion to comply with applicable statutes, rules and regulations or any other requirements governing your Margin Account. If for any reason RQD delays or forgoes for a period of time the enforcement of its margin requirements, RQD's subsequent enforcement or right to enforce is not thereby waived.

Balances Owed

On demand, you agree to pay any balance owed with respect to your Margin Account, including, but not limited to, interest, commission, other fees and costs of collections. You understand that all payments received in your Margin Account, including dividends, interest, premiums and principal payments may be applied to the balance due in your Margin Account.

Securities Lending

For any securities held by RQD as property on margin under this Margin Supplement Agreement or as collateral for your obligations under this Margin Supplement Agreement, you authorize RQD to lend such securities, either separately or with other securities, to itself or to other entities. Securities in your

Margin Account are registered in RQD's name and are collateral for any margin loan. You may not receive dividends and interest payments on Securities or other property loaned, however, you may receive substitute payments which may not receive the same tax treatment as actual interest and dividends, therefore, you may incur additional tax liability for these substitute payments. Further, you understand that you may not be eligible to exercise voting rights, in whole or in part, associated with Securities or other property loaned.

Until written revocation confirmation is received by RQD, this Margin Supplement Agreement constitutes your continuing consent to effect securities lending transactions. Upon such written revocation, and payment for all balances due to RQD, RQD will deliver such securities to you if so requested.

Liens, Hypothecation (Loans), and Transfers

As a reminder, you agreed to the following provision in the Customer Agreement;

All of your Securities and other property now and hereafter maintained by RQD for any purpose, in or for any of your Accounts, now or hereafter opened, including any Account, margin or cash, in which you have an interest, or which at any time are in your possession or under your control, shall be subject to a first lien and security interest for the payment discharge of, and a right of set off for, any and all indebtedness or any other obligations you may have to RQD. You agree that RQD holds all your Securities and other property as security for the payment of any such liability or indebtedness to RQD in any said account. RQD, in its sole discretion, without prior notice to you, may use, credit, apply or transfer interchangeably between any of your Accounts at RQD whenever RQD considers such a transaction necessary for its protection. In enforcing this lien and security interest, RQD, in its sole discretion, may determine which Securities and other property are to be sold and/or which contracts are to be closed in order to satisfy any indebtedness or obligation you have to RQD. You irrevocably appoint RQD as your attorney-in-fact with power of substitution to execute any documents for the perfection or registration of such general lien and security interest.

You further agree that any Securities and other property held now or hereafter in any Account in which you may have an interest may be loaned, pledged, re-pledged, and hypothecated or re-hypothecated, without notice to you, either separately or with securities of other customers, for any amount due in your Margin Account or for a greater sum. You also represent that you will not allow any securities in any Account to become subject to other liens, security interests or other encumbrances, and also represent that you are not controlled by or in control of any issuer of any security you have provided as collateral to RQD.

Interest on Margin

You will pay interest on credit extended by RQD under this Margin Supplement Agreement for the purpose of purchasing, carrying or trading securities. Interest will be charged on your daily net settled debit balance and calculated using the interest rate schedule determined by your Introducing Broker. Your Introducing Broker's initial interest rate schedule is included in this Margin Supplement Agreement and will remain in effect unless modified under the circumstances described below.

You will be provided by your Introducing Broker with thirty (30) calendar days' written notice of any changes your Introducing Broker elects to make to its rate schedule. The rate of interest charged for the credit extended to you will be calculated on a 360-day year and actual days elapsed using the rate schedule determined by your Introducing Broker and included in this Margin Agreement.

You may contact your Introducing Broker or RQD's Customer Service Department at support@rqdclearing.com if you have any questions about the margin rates applicable to your Margin Account balances.

Margin Disclosure Statement

RQD is furnishing this statement to you to provide some basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, you should carefully review this Agreement. Further, RQD encourages you to consult your Introducing Broker with any questions or concerns you may have regarding margin accounts, and in particular, your margin account(s).

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from RQD. If you choose to borrow funds from RQD, you will open a margin account with RQD. The securities purchased are RQD's collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, RQD can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with RQD in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

You can lose more funds than you deposit in the margin account. A decline in the value of securities that are purchased on margin may require you to provide additional funds to RQD to avoid the forced sale of those securities or other securities or assets in your account(s).

RQD can force the sale of securities or other assets in your account(s). If the equity in your account falls below the minimum margin requirements or RQD's higher "house" requirements, RQD can sell the securities or other assets in any of your accounts held at RQD to cover the margin deficiency. You also will be responsible for any short fall in the account after such a sale.

RQD can sell your securities or other assets without contacting you. Some investors mistakenly believe that RQD must contact them for a margin call to be valid, and that RQD cannot liquidate securities or other assets in their accounts to meet the call unless RQD has contacted them first. This is not the case. RQD may attempt to notify you of a margin call(s) but is not required to do so. However, even if RQD contacts you and provides you with a specific date by which you may meet a margin call(s), RQD may still take necessary steps to protect its financial interests, including immediately selling the securities without notice to you.

You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call. Because the securities are collateral for the margin loan, RQD has the right to decide which security to sell in order to protect its interests.

RQD can increase its "house" maintenance margin requirements at any time and is not required to provide you advance written notice. These changes in RQD's policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call

may cause RQD to liquidate or sell securities in your account(s).

You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to you under certain conditions, you do not have a right to an extension.

The IRS requires RQD, as a broker dealer, to treat dividend payments on loaned securities positions as a substitute payment in lieu of a dividend. A substitute payment is not, a qualified dividend and is taxed as ordinary income.

Financial regulations may limit, in whole or in part, your ability to exercise voting rights of securities that have been lent or pledged to others. You may receive proxy materials indicating voting rights for a fewer number of shares than are in your account, or you may not receive any proxy materials.

Governing Law

This Margin Supplement Agreement and all documents incorporated by reference are governed by the laws of the State of New York.

Arbitration

I UNDERSTAND THAT THIS MARGIN ACCOUNT IS GOVERNED BY A PRE-DISPUTE ARBITRATION AGREEMENT, WHICH IS SET FORTH IN THE CUSTOMER AGREEMENT BETWEEN ME AND RQD. I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE PRE-DISPUTE ARBITRATION AGREEMENT CONTAINED THEREIN.

Binding Agreement

You agree to maintain such positions and margin as required by Regulation T and all other applicable statutes, rules and regulations, or as may be deemed necessary by RQD or your Introducing Broker. You understand that additional requirements may be more stringent than those required by law or exchange regulations and that such requirements may be changed or modified without prior notice to you. You also understand that if the securities in your Margin Account decline in value, so does the value of the collateral supporting your loan, and as a result, RQD can take action, for example, by issuing a margin call and/or sell securities and other property in any Account you hold with RQD in order to maintain the required margin in your Margin Account. You acknowledge that there is no requirement for RQD to provide notice to you of a margin deficiency. You fully understand the risks involved in trading securities on margin.

You understand that this Margin Supplemental Agreement is a legally binding agreement, cannot be modified by conduct, and no failure on the part of RQD at any time to enforce its rights under this Margin Supplement Agreement to the greatest extent permitted will in any way be deemed to waive, modify, or relax any of RQD's rights in dealing with collateral on credit extended to you.

Electronic Signature

By signing this you "acknowledge that you read and understand and agree", to this Margin Supplement Agreement and any subsequent agreement, you are signing the indicated Margin Supplement Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Margin Supplement Agreement. By signing this Agreement, you consent to be legally bound by the indicated Margin Supplement Agreement's terms and conditions. You

further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide RQD, including its parents, subsidiaries, officers, directors, employees, agents and affiliates (collectively "RQD") instructions to transact on your behalf, and/or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and RQD. You also represent that you are authorized to enter into this Margin Supplement Agreement for all persons who own or are authorized to access any of your Accounts and that such persons will be bound by the terms of this Margin Supplement Agreement. You further agree that each use of your E-Signature

in obtaining any services offered by RQD constitutes your agreement to be bound by the terms and conditions of each and every one of your agreements with RQD. This includes, but is not limited to, your valid and binding arbitration agreement with RQD.

This Margin Supplement Agreement is governed by the pre-dispute arbitration clause on page 5 of the Customer Agreement.

Signature _____

Name _____

Date _____

Current Margin Interest Rate Schedule as Determined by Your Introducing Broker

By signing this Margin Supplement Agreement, you certify that your Introducing Broker disclosed to the below listed rate schedule applicable to your Margin Account.

SAMPLE [Introducing Broker] Margin Rate Table

Debit Balance:	Margin Interest Rate:
\$0 to \$49,999	Broker Call + 2.75%
\$50,000 to \$99,999	Broker Call + 2.00%
\$100,000 to \$249,999	Broker Call + 1.25%
\$250,000 to \$499,999	Broker Call + 0.375%
\$500,000 to \$999,999	Broker Call – 0.25%
\$1,000,000 and over	Broker Call – 0.50%

The margin interest charged to your Margin Account will not exceed the highest rate listed above, subject to any future changes in the Broker Call rate or thirty (30) days' written notice from your Introducing Broker adjusting its rates added to the Broker Call rate.

By electronically signing above, you acknowledge that you have received, read, understand and agree to be bound by the terms and conditions as set forth in this Margin Supplement Agreement as currently in effect and as amended from time to time. In doing so, you also certify that your Introducing Broker disclosed to you the rate schedule included in this Margin Agreement.